



Mercer County Soil and Water Conservation District

R.R. 2, Box 317 Princeton, MO 64673

Phone (660) 748-3857 ext. 3

Fax (660) 748-4589

MERCER COUNTY SWCD CULTIPACKER USE AGREEMENT

I, the Renter and User of the Cultipacker, agree to the following conditions.

RENTAL RATE:

Rental Rate is \$6.00/acre with a minimum of \$75/day, except for bad weather and Sundays. Payment is due one (1) business day after cultipacker is returned and inspected for damages. An additional 1.5% will be charged if not paid within 30 days. After 90 days, future rental and cost-share will be denied until bill is paid in full.

DEPOSIT REQUIRED:

A \$200 damage deposit is required before using the cultipacker.

****If the renter is unsure how to operate the equipment, they will refer to the owners manual located on the equipment or at the SWCD office.****

****If there is damage, repair cost will be taken out of the deposit and the remainder will be returned to the renter. If the damage is greater than the deposit, Renter will be billed for the balance of the repair cost**. Initial _____**

The deposit check will be held until a board member and/or an employee can check the equipment for damages and the renter has paid the rent and any other necessary fees.

GENERAL CONDITIONS

1. I will keep my towing speed less than 35mph and maintain 44psi. tire pressure.
2. I will obey state and federal laws.
3. I have at least the minimum liability coverage, as required by the state of Missouri, on the vehicle with which I will transport the equipment over public roadways.
4. The cultipacker will not be operated over 7mph in the field.
5. I will read and follow all manufacturers recommendations in the owners manual pertaining to the use and operation.
- 6. The cultipacker will not be towed by no less than a 3/4 ton pickup.**
7. The cultipacker will not be used over rocky ground, as damage to the packer wheels may occur.
- 8. I will clean the cultipacker before I return it to the office. If it is not clean, a cleanup fee will be assessed.**
9. Do not sit, stand or ride on the cultipacker
10. I will protect the cultipacker against theft while in my possession.
11. I will follow manufacture's recommendations pertaining to use and operation.
12. District employees can refuse the use of the Cultipacker if the user's field is not suitable or based on past rental history.
13. All operators will be of 18 years of age or older.
14. I will use a 80 h.p or larger tractor weighing at least 8,000 lbs.
- 15. In the event of damage, repairs will be made by an authorized individual approved by the SWCD Board. If the equipment is reserved at the time of damage, the daily rental rate will be charged for all days of lost rental. This is in addition to any repair charges or clean-up fees assessed.**

SCHEDULING:

Priority for use of the cultipacker is given to the person who is ready to use the cultipacker and has paid the deposit.

Additional Provisions:

The Renter will be required to bring a 1" hitch pin.

I understand and agree to these conditions and will pay the charges requested by the Mercer County Soil and Water Conservation District.

I will not hold the Mercer County Soil and Water Conservation District or the Natural Resource Conservation Service, their supervisors or employees liable, in any way, for any damages, injury, or losses that in some way result from the use of the cultipacker.

I agree to defend, pay on behalf of, and hold Mercer County SWCD, NRCS, its supervisors, employees or agents, harmless from all claims of whatsoever nature or kind arising out of any act, or failure to act, whether or not negligent, in connection with my use of the cultipacker, and my performance of the terms of this rental agreement. By signing this rental agreement, I accept all liability for the equipment and any damages to it or others while in my possession.

Estimated date/s of use	# of days
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Damage Deposit/Ck. #	Date Received	Received by	Date deposit returned
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Estimated repair Expense: _____

Received by _____ Check # _____ Date # _____